

IN THE MATTER between **KELSEY WRUBLESKI**, Applicant, and **VICENTA SUMMCAD-BUG**, Respondent;

AND IN THE MATTER of the **Residential Tenancies Act** R.S.N.W.T. 1988, Chapter R-5 (the "Act");

AND IN THE MATTER of a Hearing before, **HAL LOGSDON**, Rental Officer, regarding the rental premises at **YELLOWKNIFE, NT**.

BETWEEN:

**KELSEY WRUBLESKI**

Applicant/Tenant

- and -

**VICENTA SUMMCAD-BUG**

Respondent/Landlord

**ORDER**

IT IS HEREBY ORDERED:

1. Pursuant to section 18(5) of the *Residential Tenancies Act*, the respondent shall return a portion of the retained security deposit to the applicant in the amount of five hundred forty six dollars and ninety cents (\$546.90).

DATED at the City of Yellowknife, in the Northwest Territories this 11th day of November, 2004.

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Hal Logsdon  
Rental Officer

IN THE MATTER between **KELSEY WRUBLESKI**, Applicant, and **VICENTA SUMMCAD-BUG**, Respondent.

AND IN THE MATTER of the **Residential Tenancies Act** R.S.N.W.T. 1988, Chapter R-5 (the "Act");

AND IN THE MATTER of a Hearing before **Hal Logsdon**, Rental Officer.

BETWEEN:

**KELSEY WRUBLESKI**

Applicant/Tenant

-and-

**VICENTA SUMMCAD-BUG**

Respondent/Landlord

**REASONS FOR DECISION**

**Date of the Hearing:** November 2, 2004

**Place of the Hearing:** Yellowknife, NT

**Appearances at Hearing:** Kelsey Wrubleski, applicant  
Vicenta Summcad-Bug, respondent

**Date of Decision:** November 11, 2004

**REASONS FOR DECISION**

The tenancy agreement between the parties was terminated when the applicant vacated the premises on September 11, 2004. The respondent retained the security deposit. The applicant sought the return of the deposit which was \$650.

The tenancy agreement between the parties was verbal and was to commence on September 1, 2004. The applicant arrived early and the landlord permitted her to take possession of the premises on August 28, 2004. The applicant, a student, was offered accommodation at her college and vacated the premises on September 11, 2004 giving notice of only one day. The September rent was paid in full. The respondent retained the security deposit and did not issue any statement of the deposit to the applicant following the termination of the tenancy agreement.

The parties agreed that the rent included all utilities but that the tenant was responsible for long-distance telephone calls. The parties agreed, after examination of the telephone bill, that the applicant was responsible for telephone charges of \$18.34.

The respondent stated that she had not been able to re-rent the premises until October 15, 2004 and sought half a month's rent for compensation. She also sought four days rent for the early possession of the premises based on 50% of what the applicant would have paid for a hotel room, or \$93.27/day.

In my opinion, the respondent is entitled to four days rent but only at the agreed upon rent for the premises. I find that amount to be \$85.48. Compensation for lost rent can not be deducted from a tenant's security deposit. A landlord must make an application to a rental officer for an order for such compensation. As I have no application from the landlord, I can not consider compensation at this time.

Taking into consideration the interest due on the security deposit and the allowable deductions, I find the amount due to the applicant to be \$546.90, calculated as follows:

Security deposit plus interest	\$650.72
less rent (August 28-31)	(85.48)
less phone charges	<u>(18.34)</u>
<b>Amount due applicant</b>	<b>\$546.90</b>

An order shall issue requiring the respondent to return a portion of the retained security deposit to the applicant in the amount of \$546.90.

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Hal Logsdon  
Rental Officer